

PREVAILED

Roll Call No. \_\_\_\_\_

FAILED

Ayes \_\_\_\_\_

WITHDRAWN

Noes \_\_\_\_\_

RULED OUT OF ORDER

## HOUSE MOTION \_\_\_\_\_

MR. SPEAKER:

I move that House Bill 1442 be amended to read as follows:

- 1 Page 1, between the enacting clause and line 1, begin a new
- 2 paragraph and insert:
- 3 "SECTION 1. IC 20-6.1-3-7 IS AMENDED TO READ AS
- 4 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 7. (a) On the written
- 5 recommendation of the superintendent of public instruction, the board
- 6 may revoke a license for:
- 7 (1) immorality;
- 8 (2) misconduct in office;
- 9 (3) incompetency; or
- 10 (4) willful neglect of duty.
- 11 However, for each revocation the board shall comply with IC 4-21.5-3.
- 12 (b) The board, after holding a hearing on the matter, shall
- 13 permanently revoke the license of a person who is known by the board
- 14 to have been convicted of any of the following offenses:
- 15 (1) Rape (IC 35-42-4-1), if the victim is less than eighteen (18)
- 16 years of age.
- 17 (2) Criminal deviate conduct (IC 35-42-4-2), if the victim is less
- 18 than eighteen (18) years of age.
- 19 (3) Child molesting (IC 35-42-4-3).
- 20 (4) Child exploitation (IC 35-42-4-4(b)).
- 21 (5) Vicarious sexual gratification (IC 35-42-4-5).
- 22 (6) Child solicitation (IC 35-42-4-6).
- 23 (7) Child seduction (IC 35-42-4-7).
- 24 (8) Sexual misconduct with a minor (IC 35-42-4-9).

(9) Incest (IC 35-46-1-3), if the victim is less than eighteen (18) years of age.

~~(c) A license may be suspended by the superintendent of public instruction as specified in IC 20-6.1-4-13.~~

SECTION 2. IC 20-6.1-4-1 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 1. (a) Within ten (10) days after a request from the governing body, the superintendent shall make a report on any person being considered by the school corporation for either a teaching appointment. ~~or an indefinite contract as defined in section 9 of this chapter.~~ This report must contain the person's teaching preparation, experience, and license.

(b) The governing body of a school corporation may not employ an individual who receives an initial standard or reciprocal license after March 31, 1988, for a teaching appointment under this chapter unless the individual:

- (1) has successfully completed a beginning teacher internship program under IC 20-6.1-8;
- (2) is participating in a beginning teacher internship program under IC 20-6.1-8; or
- (3) has at least two (2) years of teaching experience outside Indiana.

(c) This section does not prevent the granting of additional authority in the selection or employment of teachers to a superintendent by the rules and regulations of a school corporation.

SECTION 3. IC 20-6.1-4-7 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 7. (a) The temporary teacher's contract shall be used only for employing a teacher to serve in the absence of a teacher who has been granted a leave of absence by the school corporation for:

- (1) engaging in military service or in service auxiliary to it;
- (2) professional study or advancement;
- (3) exchange teaching;
- (4) extended disability to which a licensed physician has attested;
- or
- (5) serving in the Indiana general assembly.

(b) The temporary teacher's contract must contain:

- (1) the provisions of the regular teacher's contract; ~~except those providing for continued tenure of position;~~
- (2) a blank space for the name of the teacher granted the leave, but the name of that teacher on leave may not be used on another temporary teacher's contract for the same time; and
- (3) an expiration date which is the date of the return of the teacher on leave but is no later than the end of the school year.

(c) If the teacher is employed on the temporary teacher's contract for a period of sixty (60) days or more in a school year, he may on request receive the service credit that he would otherwise enjoy with regard to

the state teachers' retirement fund. Additionally, the salary of that teacher may not be less than the salary provided by IC 20-6.1-5-1, the state minimum salary law, or by a local salary schedule not less remunerative.

SECTION 4. IC 20-6.1-4-14.5 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 14.5. (a) The provisions of this chapter may not be construed to limit the provisions of a collective bargaining agreement negotiated under IC 20-7.5.

~~(b) Notwithstanding this chapter, this chapter does not prohibit a school employer and an exclusive representative from collectively bargaining contracts that alter the requirements of sections 10, 10.5, 11, 12, and 14 of this chapter and IC 20-6.1-5-15.~~

~~(c)~~ (b) Notwithstanding this chapter, this chapter may not be construed to limit the rights of a school employer and an exclusive representative (as defined in IC 20-7.5-1-2) to mutually agree to binding arbitration with regard to teacher dismissals.

~~(d)~~ (c) If the school employer and the exclusive representative mutually agree to binding arbitration of teacher dismissals, the arbitrator shall determine whether the hearing will be open to the public, and the written decision of the arbitrator shall be presented to the governing body in an open meeting and shall be made available to the public for inspection and copying.

SECTION 5. IC 20-6.1-5-15 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 15. ~~(a) This section applies to the suspension of a teacher without pay when the procedure for the cancellation of the teacher's contract under IC 20-6.1-4-11 does not apply.~~

~~(b)~~ (a) A teacher may be suspended from duty without pay only for the following reasons:

- (1) Immorality.
- (2) Insubordination, which means the willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation.
- (3) Neglect of duty.
- (4) Substantial inability to perform teaching duties.
- (5) Good and just cause.

~~(c)~~ (b) A teacher may be suspended without pay only under the following procedure:

- (1) The teacher shall be notified in writing not more than forty (40) days nor less than thirty (30) days before the date of the consideration of the date, time, and place for the consideration by the school corporation of the suspension of the teacher without pay.
- (2) The teacher shall be furnished, not later than five (5) days after a written request, a written statement of the reasons for the consideration.

(3) The teacher may file a written request for a hearing not later than fifteen (15) days after receipt of the notice of this consideration.

(4) When the request for a hearing is filed, the teacher shall be given a hearing before the governing body on a day not earlier than five (5) days after filing the request.

(5) The teacher shall be given at least five (5) days notice of the time and place of the hearing.

(6) At the hearing, the teacher is entitled:

(A) to a full statement of the reasons for the proposed suspension without pay; and

(B) to be heard and to present the testimony of witnesses and other evidence bearing on the reasons for the proposed suspension without pay.

(7) A teacher may not be suspended without pay until:

(A) the date is set for consideration of the suspension without pay;

(B) after a hearing is held, if a hearing is requested by the teacher; and

(C) except on the suspension of a superintendent's contract, the superintendent has given recommendations on the suspension not later than five (5) days after the school corporation makes the request for recommendations.

(8) After complying with this section, the governing body of the school corporation may suspend a teacher without pay for a reasonable time by a majority vote evidenced by a signed statement in the minutes of the board.

The vote to suspend a teacher without pay described in subdivision (8) must be taken by the governing body on the date and at the time and place specified in subdivision (1).

~~(d)~~ (c) The governing body may appoint an agent (who is not an employee of the school corporation, but who may be a member of the governing body or an attorney retained to administer the hearing proceedings under this section) for the purpose of issuing subpoenas for the attendance of witnesses for either party at the hearing. A subpoena issued under this section shall be:

(1) served by the party who seeks to compel the attendance of a witness; and

(2) upon application to the court by the party, enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.

SECTION 6. IC 20-6.1-6-1 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 1. (a) A school corporation may grant a teacher a leave of absence, for at most one (1) year, for a sabbatical or for disability or sick leave. The school corporation may grant consecutive leaves. A school corporation may

grant partial compensation for any leave in an amount it determines. However, if a teacher on a sabbatical serves an employer that agrees to reimburse the school corporation in whole or in part of the amount of the teacher's regular salary, the school corporation may grant full or partial compensation. Any teacher who is pregnant shall be granted a leave of absence for the period provided in and subject to the provisions of section 4 of this chapter. Except where a contract is not required under ~~IC 20-6.1-4-10~~ through ~~IC 20-6.1-4-16~~ **IC 20-6.1-4** in any situation occurring before or after the commencement of leave, the teacher and the school corporation shall execute a regular teacher's contract for each school year in which any part of the teacher's leave is granted, and the teacher shall have the right to return to a teaching position for which the teacher is certified or otherwise qualified in accordance with the rules of the state board of education.

(b) Rights existing at the time leave commences, which arise from a teacher's:

~~(1) status as a permanent teacher;~~

~~(2) (1) accumulation of successive years of service;~~

~~(3) service performed under a teacher's contract pursuant to IC 20-6.1-4-9; or~~

~~(4) (2) status or rights negotiated under IC 20-7.5;~~

shall remain intact except as provided in subsection (a).

(c) During leave, the teacher may maintain coverage in any group insurance program by paying the total premium including the school corporation's share, if any, attributable to the leave period. The school corporation may elect to pay all or part of the cost of the premium as an adopted or negotiated fringe benefit to teachers on leave.

(d) During leave extending into a part of a school year, a teacher shall accumulate sick leave in accordance with the provisions of IC 20-6.1-5-6, or any salary schedule of the school corporation providing greater sick leave, in the same proportion which the number of days the teacher is paid during such year for work or leave bears to the total number of days for which teachers are paid in the school corporation.

~~(e) During leave of a nonpermanent teacher, the period of probationary successive years of service under a teacher's contract which is a condition precedent to becoming a permanent teacher under IC 20-6.1-4-9 shall be uninterrupted for that teacher except as provided in subsection (a). However, this probationary period shall not include an entire school year spent on leave.~~

~~(f) (e)~~ All or part of a leave granted for sickness or disability, including pregnancy-related disability, may be charged at the teacher's discretion to the teacher's available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the

1 remaining leave without pay.

2 SECTION 7. IC 20-6.1-6-3 IS AMENDED TO READ AS  
3 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 3. ~~Leave of~~  
4 ~~Absence)~~~~Sickness or Disability~~. A school corporation may place a  
5 teacher, with or without written request, on a disability or sick leave for  
6 at most one (1) year. ~~However, a teacher placed without a written~~  
7 ~~request is entitled to a hearing on that action in accord with~~  
8 ~~IC 20-6.1-4-10 and IC 20-6.1-4-11."~~

9 Page 5, between lines 2 and 3, begin a new paragraph and insert:  
10 "SECTION 10. IC 20-7.5-1-4 IS AMENDED TO READ AS  
11 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 4. ~~Subjects of~~  
12 ~~Bargaining~~. (a) A school employer shall bargain collectively with the  
13 exclusive representative on the following: salary, wages, hours, and  
14 salary and wage related fringe benefits. A contract may also contain a  
15 grievance procedure culminating in final and binding arbitration of  
16 unresolved grievances, but such binding arbitration shall have no  
17 power to amend, add to, subtract from or supplement provisions of the  
18 contract.

19 (b) **Notwithstanding any other provision of this chapter, a school**  
20 **employer and the exclusive representative may not bargain**  
21 **collectively concerning tenure or any permanent teacher status for**  
22 **certificated employees."**

23 Page 9, after line 37, begin a new paragraph and insert:  
24 "SECTION 12. THE FOLLOWING ARE REPEALED  
25 [EFFECTIVE JULY 1, 1999]: IC 20-6.1-4-9; IC 20-6.1-4-9.1;  
26 IC 20-6.1-4-9.5; IC 20-6.1-4-10; IC 20-6.1-4-10.5; IC 20-6.1-4-11;  
27 IC 20-6.1-4-12; IC 20-6.1-4-13; IC 20-6.1-4-14; IC 20-6.1-6-6;  
28 IC 20-6.1-6-7.

29 SECTION 13. [EFFECTIVE JULY 1, 1999] (a) **A collective**  
30 **bargaining agreement or contract with an individual certificated**  
31 **employee of a school corporation entered into after June 30, 1999,**  
32 **may not include provisions granting or providing tenure or other**  
33 **permanent teacher status.**

34 (b) **A person who became a permanent teacher or**  
35 **semi-permanent teacher of a public school corporation in Indiana**  
36 **before July 1, 1999, is no longer a permanent teacher or**  
37 **semi-permanent teacher as provided under IC 20-6.1-4, as**  
38 **amended by this act.**

39 (c) **Notwithstanding subsection (b), a collective bargaining**  
40 **agreement or contract with an individual certificated employee of**  
41 **a school corporation in effect on July 1, 1999, that includes a**  
42 **provision granting or providing tenure or other permanent teacher**  
43 **status remains in effect until the expiration of the agreement or**  
44 **contract. However, the expiration date of the agreement may not**  
45 **be extended for any reason.**

46 (d) **This SECTION expires July 1, 2004."**

- 1      Renumber all SECTIONS consecutively.  
         (Reference is to HB 1442 as printed March 2, 1999.)

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Representative Brown T